

COOKS - FOOD SERVICE WORKERS  
BARGAINING AGREEMENT  
WITH TEAMSTERS 238

2007-2009

MASON CITY COMMUNITY SCHOOL DISTRICT  
MASON CITY, IOWA

1054

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## Article 1

RECOGNITION

1.1 Pursuant to certification by the Public Employment Relations Board of the State of Iowa, Case dated September 18, 1995, the employer agrees to recognize and does hereby recognize the Union as the exclusive bargaining agency for all the employees of the Mason City Community Schools defined as Food Service Employees.

INCLUDED: All full-time and regular part-time employees of the Food Service Department including general worker, head baker, assistant baker, main dish cook, cook, assistant cook, cook/baker, and cashier.

EXCLUDED: Supervisory employees including the Director and the managers, academic employees including paraprofessionals, clerical employees, maintenance and operation employees, confidential employees, audiovisual and media operator technicians, and others excluded by the Act.

1.2 The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the Bargaining Unit covered hereby unless it be through duly authorized representatives of the union.

DEFINITIONS:

1. The term "school district," as used in this Agreement, shall mean the Mason City Community Schools, in the County of Cerro Gordo, State of Iowa, its Board of Directors; or its duly authorized representatives.
2. The term "Union", as used in this Agreement, shall mean Teamster Local **238** or its duly authorized representatives.
3. The term "employee," as used in this Agreement, shall mean all persons described in the bargaining unit.
4. The term "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work 25 hours per week, 9 months per year.
5. The term "regular part-time employee," as used in this Agreement shall mean all persons who regularly work less than 25 hours per week, 9 months per year.
6. The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Mason City Community School District or designee.

## Article 2

DUES DEDUCTION/CHECKOFF

2.1 The employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require authorization by the employees, the same is to be furnished by Union to Employer in the form required.

2.2 Union agrees to indemnify and hold harmless Employer, each individual Board member and Administrators against all claims, costs, suits or other forms of liability and costs including Court costs arising out of the application of the foregoing dues deduction provisions.

## Article 3

MANAGEMENT RIGHTS

3.1 The management of the schools and the direction of the working forces including all the responsibilities, powers and authority which the Employer had prior to the signing of this Agreement (such as, by way of example and not by way of limitation), the right to select and hire, to promote or discipline, to direct the work force, the scheduling of work, the source of supplies and services, the location of schools, the schedule of hours and shifts, the methods, processes, and means of and right to establish rules of school conduct) except such as are specifically relinquished or modified herein, are the sole and exclusive rights and responsibilities of the Employer.

## Article 4

PROBATIONARY PERIOD

4.1 A new employee employed as a regular full-time or a part-time employee shall work under the provisions of the Agreement, but shall be considered as a probationary employee until they shall have worked for the District a period of 90 calendar days. Probationary employees shall be entitled to the same fringe benefits under this Agreement as non-probationary employees. During the probationary period such employees may be discharged without further recourse. Upon completion of the probationary period, the employee shall be placed upon the regular seniority list as of date of hire.

## Article 5

SENIORITY/VACANCIES

5.1 Seniority," as used in this Agreement, means the regular full-time or regular part-time employees' length of continuous service with the District from date of hire, conditioned upon completion of the probationary period. Seniority shall be deemed broken by discharge, voluntary quit, retirement, failure to return upon recall or expiration of leave of absence or unexcused absence in excess of three working days or more than one year lay off.

5.2 All job bids shall contain general job descriptions.

5.3 Employees shall receive Department Head/Assistant pay retroactively from the first day worked as a substitute provided that they fill in for at least three (3) consecutive days. Assistant shall be the first to fill in for temporary Department Head coverage.

5.4 Extra work shall be by seniority in each department, within each school if at all possible.

## Article 6

### BID PROCEDURES

6.1 This unit includes the positions in the following categories (A), (B):

- A. Department Heads  
Cook  
Baker  
Salad Maker
- B. Bid Positions  
Assistant Cook  
Assistant Baker  
General Help

6.2 Department Head positions will be posted and appointed by the employer.

6.3 Positions will be posted and bid and the employer will use seniority to fill the position in Category B. All job bids shall contain a general job description.

6.4 When the vacancy has been posted for 120-hours, excluding weekends, the Director of Personnel shall accept no more applications for the vacancy. During this 120-hour period, the District shall make reasonable attempts to contact and inform employees on layoff of the vacancy. From the list of signed bidders, the District shall fill the vacancy on the basis of seniority. Any employee who fills a vacancy by this bidding procedure and who fails to perform the required work satisfactorily within thirty (30) working days from date of assignment, shall be returned to their former position; such employee may within thirty (30) working days return to their former position at their own choosing.

6.5 All employees are urged to upgrade their skills by expressing interest to the Director of Food Services.

6.6 Notice of postings of available positions will be placed in the kitchens for a 5-working day period with ten (10) days of the vacancy. The pool of candidates for any position will include all those employees currently employed.

## Article 7

### TRANSFER PROCEDURES

7.1 When in the judgment of the Employer it becomes necessary to create a new position, or an existing Category B position becomes vacant, the following procedure will be followed:

- A. Any vacancy which in the judgment of the District is of temporary nature, that is, of less than sixty (60) working days' duration, shall not be listed as a vacancy and it shall not be posted. This would include emergency help until a vacancy is filled.
- B. The posting shall specify the positions in Category B, the building in which the vacancy exists, approximate hours of work, and any qualifications necessary for an employee with seniority to be eligible to make application for the vacancy.
- C. Any employee, with seniority, with the necessary qualifications may apply for a position and have up to 30 days to meet qualifications for the job.
- D. When the vacancy has been posted for 120-hours, excluding weekends, the Director of Personnel shall accept no more applications for the vacancy. During this 120-hour period, the District shall make reasonable attempts to contact and inform employees on layoff of

the vacancy. From the list of signed bidders, the District shall fill the vacancy on the basis of seniority. Any employee who fills a vacancy by this bidding procedures and who fails to perform the required work satisfactorily within thirty (30) working days from date of assignment, shall be returned to their former position; such employee may within thirty (30) working days return to their former position at their own choosing.

- E. The date an employee starts a part-time or full-time contracted employment position will be the date or benchmark for signing a future posting or determining seniority in the event of a layoff.
- F. No employee may transfer under the provisions of this Section who has been granted a change during the proceeding three (3) months by this procedure.
- G. An employee who transfers to a different department within the salary schedule will have the experience from the prior position as part of the salary adjustment.

## **Article 8**

### **WORK YEAR**

8.1 Employees covered under this agreement shall work on all full days that school is scheduled, one mid-year cleaning day, one (1) pre-school cleaning day, three (3) vacation days, one (1) extra vacation day for employees that have reached longevity and six (6) hours of staff development. Cleaning day(s) will be scheduled as needed by the Director of Food Services.

8.2 Employees covered by this agreement shall be guaranteed minimum work hours per week as long as it is a scheduled school day and they report to work.

## **Article 9**

### **THE WORK WEEK**

9.1 The length of the work week will be determined by the contracted hours. Pay for work beyond 40 hours per week or 8 hours per day shall be at 1.5 times the employee's regular salary.

## **Article 10**

### **CALL BACK WORK**

10.1 Pay for non-contracted call-back work scheduled and approved by the Director of Food Services will be paid 1.5 times the employee's regular salary with a two-hour minimum.

## **Article 11**

### **REDUCTION**

11.1 If in the exclusive judgment of the Employer it becomes necessary to reduce or otherwise adjust the number of employees within the bargaining unit; reduction shall be accomplished in accordance with the following procedure:

- a. Normal attrition;
- b. Temporary and probationary employees;

- c. With the exception of the head position, reduction shall be by seniority and employees with the least seniority shall be first laid off.

11.2 In the event employment for which an employee who was laid off under these procedures is qualified becomes available within twelve months of the effective date of such layoff, the employee shall be notified of the opportunity to bid for the opening. In the event two or more laid-off employees are qualified for a position that becomes open within twelve months of their layoff dates, the notification of right of recall bidding shall be extended in reverse order of layoff. Notification shall be by certified mail to the last address provided Employer by the employee. The employee shall have five working days from the date of mailing such notice in which to exercise the right of recall bidding and an additional five working days in which to report if their bid is accepted. If an employee fails to exercise such right of recall bidding or fails to report, the employee shall lose all rights of recall under this article and their name shall be removed from the seniority list. However, any employee who was a regular full-time or part-time bargaining unit employee at the time of layoff and who is invited to bid part-time position under this section shall not lose their seniority on the recall list if they refuse such part-time position.

11.3 In the event of a lay-off, the district must give the member and the Union thirty (30) calendar days advance notice. In the event the district fails to do so, the employee shall be paid for 30 calendar days.

## **Article 12**

### **LEAVES**

#### **12.1 Emergency Leave**

Emergency leave with pay may be granted to a cafeteria employee at the discretion of the Superintendent or designee.

#### **12.2 Leave Without Pay**

An employee may request leave without pay where salary and benefits will be deducted.

#### **12.3 Jury Duty**

Employees covered by this agreement who are selected to serve on a jury or as a witness in court proceedings will continue to receive their regular salary, provided income (except for travel and subsistence payments) received for jury duty is turned over to the school district. In the event income from such duty exceeds regular wages, the employee may elect to reject the school check. An absence slip shall be filed along with a statement from the court or attorney showing dates served and money paid.

#### **12.4 Bereavement Leave**

In the event of death in the immediate family, employees covered by this Agreement may be granted a leave of absence with pay of up to five (5) working days at the time of such death. Family as used in this paragraph is defined to mean father, mother, brother, sister, son, daughter, husband, wife, grandparents, grandchildren of the employee or the employee's spouse including a step-parent or step-child. Employee will give a reasonable notice to their supervisor as soon as need for such leave is known. **A total of one (1) full day or two (2) half days per year will be granted to employees to attend the funeral of any relative or close friend.**

#### **12.5 Vacation**

Three (3) days of vacation for an employee who completes a full year of service. One (1) additional day for those employees who have reached longevity (7<sup>th</sup> year).

#### **12.6 Family Illness Leave**

**Two half days or four (4) half days per year will be granted to employees from the employee's sick leave for a family illness leave for members of the immediate family.**

## Article 13

### INSURANCES

13.1 Those members of the employee group regularly employed for 25 hours or more per week shall be provided the following insurance protection during the term of their employment, the premiums for which coverage shall be paid by employer:

- a. Health, Chiropractic and Major Medical: The full cost of single coverage premium. \$500/\$1,000 deductible

## Article 14

### HEALTH

14.1 Health insurance shall be effective on the first day of the calendar month coinciding with or next following the employee's date of employment with the district. Insurance will terminate on the last day of the calendar month in which employment terminates, or the date an employee is no longer eligible. Health insurance will run through the summer months. Health insurance may be continued by an employee at his/her own cost after retirement.

14.2 Such physical examinations as may be required by law to obtain or continue employment with the employer shall be paid by the district to the doctor up to the extent of \$75.00 per examination upon receipt of the examination report. If a TB X-ray is required by the physician, an additional \$30.00 will be paid.

## Article 15

### COMPENSATION AND RELATED BENEFITS

15.1 A year of experience on the salary schedule will be granted to those working more than 91 days in a school year.

#### **15.2 Payroll Deductions**

There are two types of payroll deductions, mandatory and optional. The mandatory deductions are federal social security (F.I.C.A.), Iowa Public Employee Retirement Act (IPERS), federal income taxes and state income taxes. Optional deductions consist of United States Series "E" savings bonds, life and major medical insurance for dependents, tax-sheltered annuity, A.C.E. Credit Union, and contributions to United Way of North Central Iowa. Any questions about the payroll and payroll deductions should be directed to the Business Office. Employees governed by state and federal regulations must be in compliance with IRS directives.

15.3 When a pay day falls on a weekend or holiday, the payroll will be distributed the next work day.

#### **15.4 Sick Leave Benefits**

Personal sick pay shall be based on daily contract hours.

Cafeteria personnel are entitled to sick leave allowance of 17 days for each full year of employment, cumulative to a maximum of 130 days. Personal sick leave for less than a full year of employment shall be pro-rated from employee's start date.

Employees may be required to certify an absence on a form provided by the administration. For an absence of more than three consecutive days, the supervisor may require the employee's certification be supported by a doctor's verification.

Cafeteria employees must notify the kitchen manager two hours in advance if absence is necessary.



Employees who have a record of non-use of sick days for contract year of perfect attendance will receive an additional \$75.00 for that perfect record. The authorized leave allowed that would not affect the perfect attendance benefit is bereavement leave.

#### 15.5 Long -Term Disability Benefits

Regularly employed personnel working 25 hours per week or more may receive up to 60% of their annual salary if they become disabled. There is a waiting period of 90 days before this coordinated benefit goes into effect.

#### 15.6 Wellness Program

The wellness program may be provided by the district to support a healthy lifestyle among school district employees. Programs and classes are available to all personnel.

#### 15.7 Employee Assistance Program

The Employee Assistance Program (EAP) of the Mason City Community School District may be available as an additional support for employees to resolve personal, family, or job-related problems. A district brochure has the phone number and the contact person to seek assistance. This confidential, non-intrusive objective assistance is contracted with an off-site provider.

### Article 16

#### GRIEVANCE PROCEDURE

16.1 In this Agreement, the term "grievance" means a claim that there has been a violation, misinterpretation or misapplication of any applicable provision of this Agreement.

16.2 In order to try to resolve grievances at the lowest level, the employee will first discuss the matter informally with their immediate supervisor. For employees assigned to a building, this will be the kitchen manager; for employees not assigned to a building or for the employees who are assigned in part to a building and in part outside a building, this will be the Director of Food Services or designee.

a. If the grievant desires, a designated representative of the Union may be present at any level of these procedures.

If the grievance is not settled, employee may then discuss the matter informally with the Director of Financial and Support Services.

16.3 If the grievance is still not settled, it shall be reduced to writing and submitted to the Superintendent or designee within seven working days following the decision reached at the second discussion. The Superintendent or designee shall give a written decision within seven working days.

16.4 If the parties reach an agreement at any Level above, whether formal or informal, the matter shall be deemed fully and finally resolved. If a decision is not made by the Administrator within three working days (informal) or seven working days (formal), the matter will be deemed to be fully and finally resolved in favor of the employee. The employee must initiate these procedures within seven working days following the event or condition giving rise to the grievance and if employee does not do so, or if employee fails to appeal an adverse decision to the next higher level within seven working days after such a decision, the grievance shall be deemed to be fully and finally resolved in favor of Employer.

16.5 Arbitration: If the grievance has not been settled at any of the above Levels and the Union decides to submit the same to arbitration, then within seven working days of, the Union shall notify Employer. The Union Business Representative or designee and the Superintendent of Schools or designee shall meet and endeavor to agree upon a single or neutral arbitrator. If they cannot agree within three (3) working days either party may request the PER-Board to provide a list of five (5) qualified arbitrators. The parties shall then determine by lot who shall first strike a name from the list, the loser striking the first name, the winner striking the fourth name. The fifth name remaining shall be the

arbitrator. The arbitrator so chosen will schedule and call such meetings as are necessary to hear and adjudicate the grievance.

16.6 With the approval of the Superintendent, an employee may take time off from the work day to process a grievance, however, the employee shall not be paid for such time off except when a Grievance Meeting is called by the Superintendent during working hours.

16.7 The arbitrator shall have no power or authority to amend, add to, modify, expand, or in any other way change any provisions of the Agreement. The decision of the arbitrator shall be within the authority herein granted, according to law, in writing and shall include the reason for each finding and conclusion and shall be rendered within ten (10) days following the date of the last Hearing, unless an extension is agreed upon by both parties. The decision of the arbitrator shall be final and binding on the parties.

16.8 Fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for any other costs incurred or related to the respective party's participation in the grievance procedure.

16.9 The contracting parties agree that as a part of the consideration of this Agreement, any and all disputes arising out of the interpretation of and adherence to the provisions of this agreement and any and all claims, demands, or actions growing either from or involved therein shall be by the contracting parties settled and determined exclusively by the grievance and arbitration procedure and set forth herein before.

## **Article 17**

### **IMPASSE PROCEDURES**

17.1 Impasse procedures shall be that as set forth and provided for in Chapter 20 of the Code of Iowa, which Chapter is entitled "Public Employment Relations (Collective Bargaining); and any amendments thereto, as the same may be in effect at the time that impasse is present and impasse procedures under this contract shall be governed by the procedures provided for in said Chapter.

## **Article 18**

### **NONDISCRIMINATION**

18.1 Neither the Employer nor the Union shall discriminate against an employee because of race, color, creed, sex, national origin, or age. Wherever the male gender is used in the Agreement, it shall also include the female.

18.2 After a disabled individual is employed, the Employer shall not be required under this Chapter to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. (Section 601A.13 Code of Iowa 1977 as amended)

**Article 19****STEWARDS**

19.1 The employer recognizes the right of the Union to designate job stewards from the membership of this bargaining unit to represent the Union under this agreement.

**Article 20****COMPLIANCE CLAUSES AND DURATION**

20.1 Severability: If any provision of this Agreement shall be declared illegal by the Court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions declared invalid, shall remain in full force and effect.

20.2 Duration Period: This agreement shall remain in full force and effect from midnight on **August 1, 2007** and shall continue in effect until midnight on **July 31, 2009**.

20.3 Notice: Whenever any Notice is required to be given by one party to the other, either party shall do so by certified mail at the following designated addresses, or at such other address as may be subsequently designed at in writing to the other party:

- (a) If by Union to Employer:  
Mason City Community School District  
ATTENTION: Superintendent  
1515 South Pennsylvania Avenue  
Mason City, Iowa 50401
- (b) If by Employer to Union:  
ATTENTION: Ron Wheeler  
404 15th Street N.W.  
Mason City, Iowa 50401

Signature Clause: IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective representatives on the day and year stipulated.

MASON CITY COMMUNITY  
SCHOOL DISTRICT

TEAMSTERS LOCAL UNION NO. 238

By \_\_\_\_\_ Pres.

By \_\_\_\_\_

By \_\_\_\_\_ Supt..

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**2007-2008**

Step	1 year	2 years	3 years	4 years	5 years	6-7 years	Longevity			
							Years 8, 9, 10, 11, 12, 13, 14, 15	Years 16, 17, 18, 19, 20	Years 21 and on	Years after 25 completed and on
							.75	.30	.30	.15
General Help	\$9.17	\$9.32	\$9.47	\$9.62	\$9.77	\$10.10	\$10.85	\$11.15	\$11.45	\$11.60
Asst. Cooks/ Bakers	\$9.77	\$9.93	\$10.09	\$10.25	\$10.41	\$10.75	\$11.50	\$11.80	\$12.10	\$12.25
Department Heads	\$10.22	\$10.39	\$10.56	\$10.73	\$10.90	\$11.25	\$12.00	\$12.30	\$12.60	\$12.75

**2008-2009**

Step	1 year	2 years	3 years	4 years	5 years	6-7 years	Longevity			
							Years 8, 9, 10, 11, 12, 13, 14, 15	Years 16, 17, 18, 19, 20	Years 21 and on	Years after 25 completed and on
							.75	.30	.30	.15
General Help	\$9.52	\$9.67	\$9.82	\$9.97	\$10.12	\$10.45	\$11.20	\$11.50	\$11.80	\$11.95
Asst. Cooks/ Bakers	\$10.12	\$10.28	\$10.44	\$10.60	\$10.76	\$11.10	\$11.85	\$12.15	\$12.45	\$12.60
Department Heads	\$10.57	\$10.74	\$10.91	\$11.08	\$11.25	\$11.60	\$12.35	\$12.65	\$12.95	\$13.10

Benefits for those working 25 hours or more per week include:

- \$20,000 Term Life Insurance
- Long Term Disability

Benefits for those working less than 25 hours include:

- \$10,000 Term Life Insurance after an employee completes 2 (two) complete school years of contracted service.